

# Exhibit 3



## Terms of Use

*Updated June 15, 2022*

Welcome to CrowdStreet. These Terms of Use govern your access to and use of the crowdstreet.com website and our related websites and applications (the **"Website"**) and services (the **"Services"**) provided by CrowdStreet. **"CrowdStreet"** means CrowdStreet, Inc. and its wholly-owned subsidiaries including but not limited to CrowdStreet Capital, LLC (**"CrowdStreet Capital"**) and CrowdStreet Advisors, LLC (**"CrowdStreet Advisors"**). CrowdStreet and its subsidiaries are headquartered in Austin, Texas. **"User"** means each person and/or entity that accesses or uses the Website and/or Services, whether or not such person or entity creates a log in, User Profile or Investing Account.

These Terms of Use are in addition to any agreements between you and CrowdStreet, Inc., CrowdStreet Capital and/or CrowdStreet Advisors, unless otherwise specified. By accessing the Website, establishing a login on our Website, completing a profile (**"User Profile"**), establishing an investing account (**"Investing Account"**), or using any Services, you agree that you have read, understand, and accept all of the terms and conditions contained in these Terms of Use, including our [Investment Risks Disclosure](#), [Privacy Policy](#), [E-Sign and Electronic Delivery Consent](#), and [Regulatory Disclosures](#). Your compliance with these Terms of Use is a condition to your access to and use of the Website and Services.

We may amend or modify the Terms of Use at any time by posting the Terms of Use on the Website. We will notify Users of our updated Terms of Use by e-mail, notice on our Website, or similar means. The revised Terms of Use shall be effective on the date posted, but will not apply retroactively. Your continued access to or use of the Website or Services after posting of revised Terms of Use constitutes your acceptance of the revised Terms of Use. If you do not agree to the revisions, your sole and exclusive remedy is to terminate your use of the CrowdStreet Site and Services.

### 1. Services

- **CrowdStreet Services.** Through the Website and its family of subsidiaries, CrowdStreet provides Users with an array of Services and content, including educational materials, financial tools, investment information, investment advice, investment opportunities, and securities brokerage services and facilitates investment transactions, performance monitoring, and other functions and services. CrowdStreet does not provide any tax, legal, financial, or accounting advice.
- **Brokerage Services.** Brokerage services are provided in connection with the placement of certain securities by CrowdStreet Capital, a registered broker/dealer and member of [FINRA](#) and [SIPC](#). Users may receive brokerage services only after signing an Account Agreement. All Investing Accounts are self-directed, unless the User has entered into an Investment Advisory Agreement. Users are responsible for all investment decisions. CrowdStreet, Inc. and CrowdStreet Capital do not provide individual investment advice or recommend any

particular security or transaction.

- **Advisory Services.** Investment advisory services are provided by CrowdStreet Advisors, a registered investment adviser with the SEC. Users may receive advisory services only after signing an agreement with CrowdStreet Advisors (an "**Investment Advisory Agreement**"). The Investment Advisory Agreement shall govern with respect to all advisory services provided and investment decisions and transactions on your behalf by CrowdStreet Advisors pursuant to the Investment Advisory Agreement. These Terms of Use shall govern with respect to all other Services and your usage of the Website.

## 2. Important Notices

By your acceptance of these Terms of Use, you acknowledge receipt of these notices and disclosures:

- **Risks of Investing.** Please carefully review our [Investment Risks Disclosure](#) for an overview of important risks you should consider. You acknowledge and agree that your access to and use of the Website and Services is subject to risks, including but not limited to the risks described in the risk disclosure and elsewhere on the Website and documents related to specific investments. The occurrence of any of these or other risks could result in losses and damages to you.
- **Privacy Policy.** CrowdStreet respects your privacy and is committed to protecting it. Please review our [Privacy Policy](#). Notwithstanding and in addition to the foregoing, if you are a vendor to us, are a Sponsor or Issuer, (as defined below), or provide services or goods to CrowdStreet, you acknowledge and agree that we may use and provide your business identifiable information and other nonpublic, confidential information to third parties as part of our vendor onboarding to validate payment instructions and perform due diligence on you as required by law and as otherwise required by us in our reasonable discretion (including but not limited to Know Your Business, credit checks, and background checks).
- **E-Sign and Electronic Delivery Consent.** CrowdStreet provides most of its Services electronically. You consent to the use of electronic signatures and delivery of records in electronic format during our relationship with you as set forth in our [E-Sign and Electronic Delivery Consent](#).
- **Regulatory Disclosures.** In accordance with applicable regulations, CrowdStreet provides certain public [Regulatory Disclosures](#) for your information.

## 3. Investing Accounts

- **Registration.** To access certain features of the Website and certain Services, you will be required to create a login and complete a User Profile by providing information about yourself and your entity (if applicable). You agree that the information you provide to us is accurate and that you will notify us of any changes.
- **Eligibility.** To establish an Investing Account, you must:
  - Be an Accredited Investor
  - Be at least 18 years old,
  - Be a U.S. citizen or resident alien, or invest through an eligible U.S.-based entity
  - Not have been suspended or removed from the Website,
  - Verify your identity and pass certain anti-money laundering checks and other due diligence requirements, and
  - Sign an Account Agreement.
- **Safeguarding Your Investing Account.** When you register, you will be asked to establish a login and password that will be used to access your User Profile and Investing Account(s). We may require multi-factor authentication and other security features to access your User

Profile and Investing Account(s). You are solely responsible for maintaining the confidentiality of your login and password, and you accept responsibility for all activities that occur under your login, User Profile and Investing Account(s). You are responsible for maintaining security and control of your login information, passwords, e-mails, devices you use to access the Website or the Services or to send any instruction to us, and bank accounts you have associated with your User Profile and Investing Accounts. You must keep your email account associated with your login secure against any attacks and unauthorized access. If you believe that your login information or associated email account is no longer secure, then you must immediately notify us at [compliance@crowdstreet.com](mailto:compliance@crowdstreet.com).

- **Account Usage.** You must ensure that the login, User Profile, and Investing Account you register will not be used by any other person unless they have been registered and completed any required identity verification described in these Terms of Use. CrowdStreet reserves the right to terminate, suspend or restrict your access to the Website, Services, or your login, User Profile or Investing Account(s) or refuse to complete a transaction or instruction, in its sole discretion. Circumstances in which such adverse actions are more likely to arise include compliance with legal or regulatory requirements, suspected breach of these Terms of Use by you or your User account or Investing Account, suspected security breach, fraudulent activity, money laundering, or other crime, suspicious activity, circumvention of our policies, controls, or procedures, or other actions that we deem warrant adverse action. Any instruction or order given for your User Profile or Investing Account using your login credentials or those of any other person you have registered for your User Profile or Investing Account for will be treated as being from you and fully authorized by you, and CrowdStreet will not be liable for relying on such instruction or order.
- **Authorization.** Users who open a User Profile or an Investing Account or engage in actions in a User Profile or an Investing Account on behalf of an entity or another individual must have full power, authority and capacity to consent to these Terms of Use and make decisions for such entity or individual.
- **Accredited Investor Verification.** To complete your Investing Account opening, and before you can invest in any securities, you must submit verification that you are an Accredited Investor. This verification is required for securities issuers to comply with Rule 506(c) under the Securities Act.
  - **"Accredited Investor"** means an "accredited investor" as defined in Rule 501(a) of Regulation D:
    - A natural person who satisfies one of the following federal standards:
      - Income: Has earned income that exceeded \$200,000 (or \$300,000 together with a spouse or spousal equivalent) in each of the prior two years, and reasonably expects the same for the current year;
      - Net Worth: has a net worth over \$1 million either alone or together with a spouse or spousal equivalent (excluding the value of their primary residence); OR
      - Professional License: holds in good standing a Series 7, 65, or 82 license.
    - An entity can satisfy the federal standards in several ways, including but not limited to:
      - Revocable Trust: a revocable trust for which the grantor is an Accredited Investor;
      - Accredited Owners: an LLC, corporation, or other entity in which all of the equity owners (shareholders or LLC members) are Accredited Investors;
      - Trust Assets: a trust with assets of more than \$5 million, not formed specifically to purchase the securities, whose purchase is directed by a sophisticated person; OR
      - Entity Investments: an LLC, corporation, or other entity with total investments of more than \$5 million, not formed specifically to purchase the securities.
- **Identity Verification and Anti-Money Laundering Inquiries.** You agree to provide us with the information we request for the purposes of identity verification and the detection of

money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use certain Services, complete an Investing Account opening or an investment. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number and scans of government-issued identity documents. In addition to providing this information, to facilitate compliance with regulatory requirements for data retention, you agree to permit us to keep a record of such information for the lifetime of your Investing Account(s) plus 6 years beyond the termination of your Investing Account(s). You agree to keep us updated if any of the information you provide changes.

You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud, money laundering, terrorist financing or other financial crime, and to take any action we deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, or financial crime agencies and that these agencies may respond to our inquiries in full.

If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, we shall have the right to send you a notice to request corrections, remove relevant information directly and, as the case may be, terminate all or part of the Services provided to you.

#### 4. Communications.

- **Calls and Texts.** If you provide us with phone number(s), you: (a) represent and warrant that the numbers you provide are your phone numbers, and you will promptly notify us if that changes, (b) consent to receive calls and texts made to that phone number concerning your User Profile, Investing Account, transactions, and other operational matters, including calls that may be prerecorded or completed with an automatic telephone dialing system (automated calls) for such operational purposes (including security alerts), or investigating or preventing fraud, and (c) consent to receive calls and texts made to that phone number for promotional purposes. You may opt out at any time from receiving these types of texts or calls by opting-out on your Investing Account profile, advising the caller orally, by replying "STOP" to a text, or by e-mail to [help@crowdstreet.com](mailto:help@crowdstreet.com). Opting out of receiving operational phone calls and texts may impact the functionality that the Website and Services provide to you. Please note, even if you opt out, we may still make other calls as permitted by law. You may continue to receive calls or text messages for a short period while CrowdStreet processes your request, and you may also receive text messages confirming the receipt of your opt-out request. From time to time, you also may have the opportunity to "opt in" to receive additional types of promotional calls and texts, and your selection to receive such communications shall be your consent, which may be revoked at any time by changing your selection in your User Profile, advising the caller orally, by replying "STOP" to a text, or by e-mail to [help@crowdstreet.com](mailto:help@crowdstreet.com).

You agree that CrowdStreet may record and monitor phone calls and other electronic communications with you for customer service and/or regulatory compliance purposes. CrowdStreet does not guarantee that any particular communication will be recorded and/or retained. We may share your number with third parties that provide services to us in

connection with any of the foregoing purposes, including but not limited to debt collectors and as otherwise described in our [Privacy Policy](#). You understand that message, telephone minute and data rates may apply for calls and texts made to a mobile phone number.

- **Emails.** CrowdStreet may send you emails concerning your User Profile, Investing Account, transactions, and other operational matters. CrowdStreet also may send you promotional emails regarding our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

## 5. Dispute Resolution.

- **Binding Arbitration.** Except as set forth in Section 4.2 with respect to brokerage services, or as provided in an applicable Investment Advisory Agreement with respect to advisory services, any claim, controversy or dispute (each a "Dispute") arising out of or related to the Website, Services, or these Terms of Use shall be subject to binding individual arbitration administered by the American Arbitration Association before a single arbitrator in Austin, Texas. You and CrowdStreet waive their respective rights to (i) have Disputes resolved in a court, (ii) a jury trial, (iii) a class arbitration, class action, multi-party, or representative proceeding. Each party will notify the other party in writing of any dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the dispute informally.
  - **Notice.** Notice to CrowdStreet shall be sent by email to [legal@crowdstreet.com](mailto:legal@crowdstreet.com). Notice to the User shall be sent by email to the then-current email address associated with the User's account and/or Investing Account. Your notice must include (i) your name, postal address, email address, and telephone number, (ii) a description in reasonable detail of the nature or basis of the dispute, and (iii) the specific relief that you are seeking. If we cannot agree how to resolve the dispute within thirty (30) days after the date notice is received by the applicable party, then either party may commence an arbitration proceeding.
  - **Costs; Discovery.** Each party shall bear its own costs, fees and expenses of arbitration. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed unless the amount in controversy exceeds \$250,000 and such discovery is ordered by the arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration, and all aspects thereof (arguments, testimony, evidence, the decision, award, etc.), shall be confidential, except when used in the course of a judicial proceeding (e.g., to confirm, vacate or modify the award) or regulatory proceeding, as may be requested by a governmental entity or as otherwise may be required by law.
  - **Authority of Arbitrator.** The terms of this arbitration agreement affect interstate commerce and the enforceability of this section will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. to the maximum extent permitted by applicable law. Subject to those rules and the terms of this arbitration agreement, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by the terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than



one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

- **Intellectual Property Matters.** Notwithstanding the provisions of this section CrowdStreet may seek injunctive relief in any court having jurisdiction to protect its intellectual property rights.

- **Disputes Related to Brokerage Services.** Any controversy, claim or dispute arising out of or relating to brokerage services provided to you or an Investing Account (each a "**Brokerage Dispute**") shall be resolved by arbitration before FINRA Dispute Resolution, Inc. ("**FINRA Arbitration**") in accordance with FINRA's [Code of Arbitration Procedure for Customer Disputes](#). Section 5.1 of these Terms of Use shall not apply to Brokerage Disputes.

Pursuant to FINRA rules, no person shall bring a Brokerage Dispute asserted as a putative or certified class action to FINRA Arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action with respect to a Brokerage Dispute or who is a member of a putative class who has not opted out of the class with respect to any Brokerage Dispute claims encompassed by the putative class action until: (1) the class certification is denied; (2) the class is decertified; or (3) the person is excluded from the class by the court.

**6. Modifications of the Website and Services.** CrowdStreet reserves the right to modify or discontinue the Website, Services, and/or certain features at any time, temporarily or permanently, without notice to you. CrowdStreet will have no liability for any change to the Website or Services or any suspension or termination of your access to or use of the Website or Services. CrowdStreet modifies the content on the Website from time to time, but makes no representation that the content is always complete or up to date. We are under no obligation to update such material or provide user support.

**7. Securities Products.** Investment opportunities offered and/or purchased on the Website generally are "**Securities**" under federal law. The Securities are offered and/or managed by the issuer of the Securities (the "**Issuer**") or an affiliate or third party sponsor (the "**Sponsor**"). Unless otherwise provided in the governing documents of each Securities offering, the Securities have not been registered under the Securities Act, in reliance, among other exemptions, on the exemptive provisions of Regulation D under the Securities Act. No governmental agency has reviewed the Securities and no state or federal agency has passed upon either the adequacy of the disclosure contained herein or the fairness of the terms of any offering. The Securities are only suitable for investors who are familiar with and willing to accept the high risks associated with private investments, including the risk of complete loss of your investment. Securities sold through private placements are not publicly traded and, therefore, are illiquid unless registered with the SEC. Additionally, the Securities may be subject to restrictions on resale or transfer including holding period requirements. Investing in private placements requires high risk tolerance, low liquidity need, and long-term commitments. You must be able to afford to lose your entire investment. Investment products are not FDIC insured, may lose value, and there is no bank guarantee.

Content provided on the Website has been prepared without reference to any particular investment requirements or the financial situation of any person or entity. YOU ALONE ARE RESPONSIBLE FOR SEEKING THE ADVICE OF A QUALIFIED THIRD-PARTY PROFESSIONAL BEFORE MAKING DECISIONS REGARDING YOUR BUSINESS AND/OR INVESTMENTS. Featuring or posting on the Website or via the Services of any opportunity or Security does not constitute a recommendation by CrowdStreet that you invest in that Security or a representation

of the quality of any potential investment. CrowdStreet does not recommend or endorse any particular issuer, sponsor of an investment opportunity, or an investment in any particular investment, except as may occur under the terms of an Advisory Agreement you execute separately with CrowdStreet Advisors.

In cases where a third party is the Sponsor and/or Issuer of an investment opportunity, the third party, and not CrowdStreet, is responsible for compliance with exemptions from registration under the Securities Act and under the Investment Company Act of 1940 ("**Investment Company Act**"), as well as any other applicable laws.

These risks are non-exhaustive and are intended to highlight certain risks associated with investing in securities that are not registered with the SEC. In addition to reviewing [Investment Risks Disclosure](#). We strongly advise you to consult a legal, tax and financial professional before investing, and carefully review all the specific risk disclosures provided as part of any offering materials and ask the issuer any questions you may have or request additional information.

**8. Third-Party Information.** The Website contents include information provided by third parties. Most of the information on the Securities is provided by third-party investment Sponsors. While CrowdStreet continually endeavors to provide reasonably and materially correct information, CrowdStreet cannot verify or guarantee the accuracy or completeness of all information provided by third parties. CrowdStreet makes no representation, warranty, or assurance that any information posted on the Website or through the Services concerning or by third parties is accurate or complete and has no responsibility or liability for that information. CrowdStreet disclaims all liability and responsibility arising from any reliance placed on such materials by any User or anyone who may be informed of the content. All statements and/or opinions expressed in third party content are solely the opinions and the responsibility of the person or entity providing the third party content.

**9. User Interactions and Disagreements.** The Website may allow you to interact with investment Issuers or Sponsors and other Users. You acknowledge that third party investment Issuers and Sponsors and other Users are not affiliated with or controlled by CrowdStreet or its affiliates. YOU AGREE THAT CROWDSTREET AND ITS AFFILIATES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY INTERACTIONS OR AGREEMENTS BETWEEN YOU AND OTHER USERS OR THIRD PARTY SPONSORS. IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS OR THIRD PARTY SPONSORS, YOU IRREVOCABLY AND FOREVER RELEASE CROWDSTREET (AND CROWDSTREET'S AFFILIATES, OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

**10. Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Website and the Services, and you will defend and indemnify CrowdStreet and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "**CrowdStreet Entities**") from and against every claim, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your use of, or misuse of, the Website and Services; (b) your violation of any portion of these Terms of Use, any representation, warranty, or agreement referenced in these Terms of Use, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (d) any dispute, issue, or agreement between you and any third party, or (e) any interactions between or agreements



between you and another User or any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

#### **11. Disclaimers; No Warranties**

THE WEBSITE, SERVICES AND ALL MATERIALS, INFORMATION, AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. CROWDSTREET DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE WEBSITE OR SERVICES AND ALL MATERIALS, INFORMATION, AND CONTENT AVAILABLE THROUGH THEM, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. CROWDSTREET DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE WEBSITE, SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THEM, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND CROWDSTREET DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE WEBSITE, SERVICES OR CROWDSTREET ENTITIES OR ANY MATERIALS, OR CONTENT AVAILABLE THROUGH THEM WILL CREATE ANY WARRANTY REGARDING ANY OF THE CROWDSTREET ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE WEBSITE OR SERVICES AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE WEBSITE AND SERVICES AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE WEBSITE OR SERVICES) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

CROWDSTREET MAKES NO WARRANTY OR REPRESENTATION AS TO ANY SPONSOR'S OR ISSUER'S COMPLIANCE WITH THE INVESTMENT COMPANY ACT, THE INVESTMENT ADVISERS ACT, OR THE SECURITIES ACT, OR ANY OTHER LAW, RULE, OR REGULATION. YOU UNDERSTAND AND AGREE THAT YOU, AND NOT CROWDSTREET, BEAR THE RISK FOR ANY LOSSES THAT DERIVE FROM THE ILLEGALITY OR NONCOMPLIANCE OF A SPONSOR OR ISSUER'S INVESTMENT OPPORTUNITIES.

YOU ARE SOLELY RESPONSIBLE FOR ANY INVESTMENT DECISIONS YOU MAKE BASED ON THE SERVICE. CROWDSTREET SHALL NOT BE LIABLE FOR ANY INVESTMENT DECISIONS MADE BY YOU OR FOR ANY LOSS BASED ON THOSE DECISIONS.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

CrowdStreet does not disclaim any warranty or other right that CrowdStreet is prohibited from disclaiming under applicable law.

#### **12. Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE CROWDSTREET ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL

OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY CROWDSTREET ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE CROWDSTREET ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$1,000. NOTWITHSTANDING THE FOREGOING, CROWDSTREET WILL IN NO EVENT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO ANY INVESTMENT, OR POTENTIAL INVESTMENT, OF ANY USER. YOUR USE OF THE WEBSITE, SERVICES AND ANY FINANCIAL DECISIONS YOU MAKE RELATING TO THE SECURITIES ARE AT YOUR SOLE RISK.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**13. Event of Death.** In the event of your death, the representative of your estate or the survivor or survivors shall notify CrowdStreet, and CrowdStreet may, before or after receiving notice, take proceedings, require papers and inheritance or estate tax waivers, or restrict transactions in the Investing Account. In the event of your death, CrowdStreet may cancel all open offers, but CrowdStreet shall not be responsible for any action taken on such offers prior to the actual receipt of notice of death. Further, CrowdStreet may in its discretion close the Investing Account without awaiting the appointment of a personal representative for your estate and without demand upon or notice to any personal representative.

**14. Tax; Tax Reporting.** You acknowledge that it is your responsibility to declare and pay any applicable income, gains, or similar taxes to all applicable tax authorities, make any tax filings, and to pay any and all taxes ("Taxes") when due in all applicable jurisdictions. CrowdStreet enables Sponsors and Issuers to provide certain tax forms such as Form K-1s to Users via the Website. However, CrowdStreet cannot verify the accuracy of such information or take responsibility for ensuring that Sponsors or Issuers timely or accurately deliver tax forms to Users.

**15. Fees and Charges.** CrowdStreet does not charge Users fees or commissions unless separately agreed in writing pursuant to an Advisory Agreement or other agreement. You acknowledge that CrowdStreet receives fees and/or commissions from Sponsors and/or Issuers in connection with User transactions, the Services, and other services provided to Sponsors, Issuers, and Users. Fees and/or commissions charged by CrowdStreet Capital for brokerage services are described in the offering material for a particular transaction, where applicable. Fees charged by CrowdStreet Advisors are set forth in the Investment Advisory Agreement.

**16. Confidentiality.** You acknowledge that you may have access to certain confidential and proprietary information of CrowdStreet, Issuers, Sponsors, and others through the Website and the Services. This confidential information includes, but is not limited to, private placement memoranda, business plans, financial projections, financial results, and investment agreements.

You agree to treat such information as confidential, not use it for any purpose other than the investment purposes for which the information was provided to you, and not to disclose it to any third party, except (i) as necessary to permit your accountant, lawyer, or investment advisor to provide services other than affecting like transactions; (ii) in connection with an audit or regulatory examination by federal or state regulators; or (iii) as may otherwise be legally required or authorized.

## 17. Intellectual Property

- **Website Content.** CrowdStreet grants you a limited right to use the Website, Services, and content provided through them ("**Content**"), including Third Party Content described below, solely for the purpose of investment-related activity through the Website and Services. You may view, download, and print the Content solely for personal non-commercial use. No license or other right, title or interest in any Content is intended or granted. You may not reproduce, publish, distribute, display, modify, create derivative works from, sell, license, or exploit in any way, in whole or in part, any of the Content or the Website. CrowdStreet reserves all rights with respect to copyright and trademark ownership of all Content.
- **Feedback.** If you choose to provide input, suggestions, or questions, or post to forums, chats, or otherwise on the Website or other CrowdStreet forum (collectively, "Feedback"), then you grant CrowdStreet an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Website or Services and create other products and services. CrowdStreet has no obligation to use or exploit the Feedback in any manner.
- **Ownership; Proprietary Rights.** The Website and Services are owned and operated by CrowdStreet. The Content, logos, visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Services ("Materials") provided by CrowdStreet are protected by intellectual property and other laws. All Materials included in the Website and Services are the property of CrowdStreet or its third party licensors. Except as expressly authorized by CrowdStreet, you may not make use of the Materials. CrowdStreet reserves all rights to the Materials not granted expressly in these Terms of use.
- **Third Party Content, Services and Linked Websites.** Third parties provide content, tools, reports, services, connectivity, and other material (collectively, "Third Party Content") on the Website and/or through the Services. CrowdStreet does not prepare or endorse Third Party Content, does not guarantee the accuracy, timeliness, completeness or usefulness of Third Party Content, and is not responsible or liable for any content, advertising, products, or other materials on or available from third party sites.

**18. DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If you have an intellectual property rights-related complaint about material posted on the Website, you may contact our Designated Agent at the following address:

CrowdStreet, Inc.

ATTN: Legal Department (Copyright Notification)

98 San Jacinto Blvd, 4th Floor

Austin, TX 78701

Email: [legal@crowdstreet.com](mailto:legal@crowdstreet.com)

Any notice alleging that materials hosted by or distributed through the Website infringe

intellectual property rights must include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**19. Prohibited Conduct.** You agree that you will not:

- Use the Website, Services, Content, or Materials to identify potential investment opportunities from third party Sponsors or Issuers and attempt to circumvent CrowdStreet and invest directly with such third party Sponsors or Issuers on your behalf or on behalf of anyone else;
- Use the Website to advertise or solicit other Users for any purpose, commercial or otherwise;
- Use the Website or Services for any illegal purpose or in violation of any local, state, national, or international law;
- Harass, threaten, demean, embarrass, or otherwise harm any other User, CrowdStreet employee, Sponsor, Issuer, or other person, as determined by CrowdStreet in its sole and absolute discretion;
- Violate, or encourage others to violate, any right of CrowdStreet or a third party, including by infringing or misappropriating any CrowdStreet or third party intellectual property right;
- Interfere with security-related features of the Website or Services, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or Otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- Interfere with the operation of the Website or Services or any User's enjoyment of the Website or Services, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any offer or advertisement to another User; (iii) collecting personal information about another User or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Website or the Services;
- Perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other account without permission, or falsifying your age or date of birth;
- Sell or otherwise transfer the access granted under these Terms of Use or any right or ability to view, access, or use any Content or Materials; or
- Attempt to do any of the acts described in this section or assist or permit any person in engaging in any of these acts.

**20. General Terms and Conditions**

- **Suspension; Termination.** CrowdStreet may at any time, in its sole discretion and without

prior notice to you: (i) prohibit or restrict your access to the use of the Website or Services; (ii) restrict your ability to engage in one or more investment transactions; and/or (iii) terminate your Investing Account. The closing of your Investing Account will not affect the rights or obligations of either party that are incurred prior to the date your Investment Account is closed.

- **Other Agreements.** Investments in private equity interests of real estate entities involve the execution of numerous agreements with third parties in addition to agreements you may enter into with CrowdStreet and its affiliates. When you invest in a transaction, you will enter into one or more agreements with the Issuer and/or Sponsor, such as a subscription agreement and limited liability company operating agreement. These investment agreements govern the terms of your investment. CrowdStreet generally is not a party to your investment agreements. These Terms of Use do not affect your investment agreements. These Terms of Use apply to the Services provided by CrowdStreet to support and facilitate your investment activities. If you have purchased investment advisory services from CrowdStreet Advisors, those advisory services are governed by your Investment Advisory Agreement and not by these Terms of Use. However, you may access the Website and use other Services in addition to the advisory services, and these Terms of Use shall govern with respect to those non-advisory activities.
- **Governing Law; Jurisdiction.** These Terms are governed by the laws of the State of Texas without regard to conflict of law principles. You and CrowdStreet submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Travis County, Texas for resolution of any lawsuit or court proceeding permitted under these Terms.
- **Additional Terms.** Your use of the Website and Services are subject to all additional terms, policies, rules, or guidelines that we may post on or link to from the Website (the "Additional Terms"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- **Contact Information** The Website is offered by CrowdStreet, located at 98 San Jacinto Blvd, 4th Floor, Austin, TX 78701. You may contact us by emailing us at [info@crowdstreet.com](mailto:info@crowdstreet.com).
- **Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
- **International Use.** The Website and the Services are intended for United States residents. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Website and Services from countries or territories or by individuals where such access is illegal is prohibited.
- **Binding Effect; Assignment.** This Agreement shall bind your heirs, assigns, executors, successors, conservators and administrators. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining CrowdStreet's prior written consent. CrowdStreet may assign, sell, or transfer your Investing Account, the Website, and/or the Services and its obligations under these Terms of Use, or any portion thereof, at any time, without your prior consent.
- **Severability.** If any provisions or conditions of these Terms of Use are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make these Terms of Use in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, these Terms of



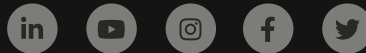
Use shall continue in full force and effect.

- **Entirety of Agreement.** These Terms of Use, and any attachments, disclosures, agreements and policies referred to in these Terms of Use contain the entire agreement between CrowdStreet and you and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between CrowdStreet and you with respect to the Website and the Services, provided, however, that any and all other agreements between CrowdStreet and you, not inconsistent with these Terms of Use, will remain in full force and effect.
- **No Waiver; Cumulative Nature of Rights and Remedies.** You understand that CrowdStreet's failure to insist at any time upon strict compliance with any term contained in these Terms of Use, or any delay or failure on CrowdStreet's part to exercise any power or right given to CrowdStreet, or a continued course of such conduct on CrowdStreet's part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to CrowdStreet in these Terms of Use are cumulative and not exclusive of any other rights or remedies to which CrowdStreet is entitled.

# CROWDSTREET

## BUILD SOMETHING REAL

An online real estate investing platform



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